



Office of Real Property Utilization and Disposal

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## FOR SALE BY ONLINE AUCTION

US Coast Guard Shark River Family Housing  
801 Ocean Avenue  
Avon-by-the-sea, Monmouth County, NJ 07717  
IFB Number: BOSTN-116-011-001



**U.S. General Services Administration  
Invitation for Bids**

**SALE OF GOVERNMENT REAL PROPERTY  
US Coast Guard Shark River Family Housing  
IFB Number: BOSTN-116-011-001**

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at [RealEstateSales.gov](http://RealEstateSales.gov).

**Auction Summary**

Sale Type: **Online Auction**

Start Date: **June 24, 2016**

End Date: **Based on Bidding**

Starting Bid: **\$ 250,000.00**

Registration Deposit: **\$ 25,000.00**

Bid Increment: **\$ 10,000.00**

**Send Bidder Registration Form and  
Registration Deposit to:**

U.S. General Services Administration  
RP Utilization & Disposal (1PZ)  
10 Causeway Street, Room 1010  
Boston, Massachusetts 02222  
Attn: Lawanda Maryland

**Property Disposal Web Page**

<http://propertydisposal.gsa.gov>

**Sales Information**

Eric Giusti  
617-565-5072  
[eric.giusti@gsa.gov](mailto:eric.giusti@gsa.gov)

**Online Auction**

[RealEstateSales.gov](http://RealEstateSales.gov)

Register and submit your bid

**Online Auction Assistance**

Lawanda Maryland  
617-565-5700  
[lawanda.maryland@gsa.gov](mailto:lawanda.maryland@gsa.gov)

**Inspection Opportunities:**

To be announced at [RealEstateSales.gov](http://RealEstateSales.gov)

**TABLE OF CONTENTS**

Property Description .....	page 2
General Terms of Sale .....	page 4
Instructions to Bidders.....	page 11
Notices and Covenants .....	page 21
Bidder Registration and Bid Form...	page 24
Certificate of Corporate Bidder .....	page 25
Lead Based Paint Disclosure Form ..	page 26
Exhibits .....	page 27

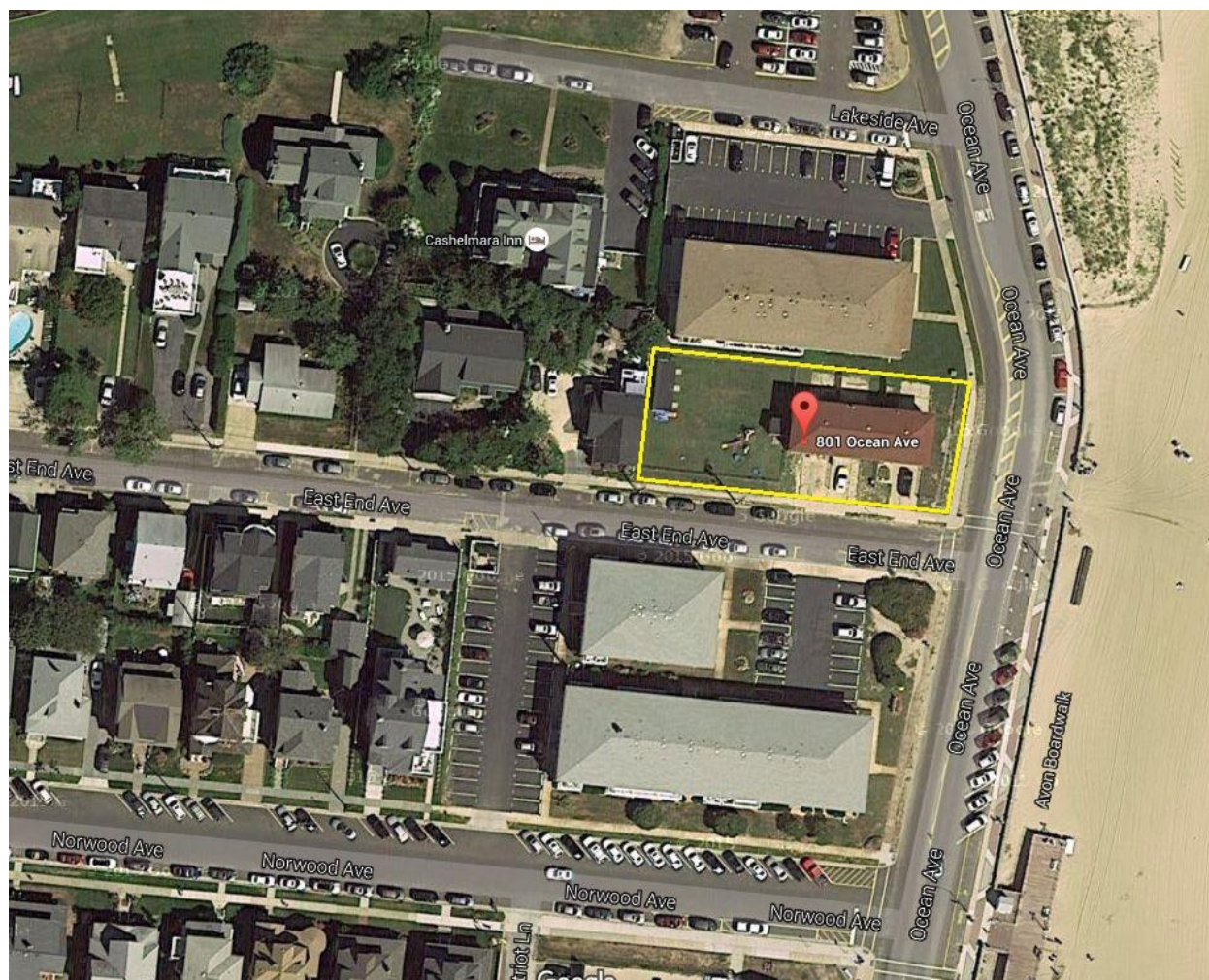
# PROPERTY DESCRIPTION

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## 1. LOCATION AND SETTING

The Property is located at the corner of Ocean Avenue and East End Avenue, Avon-by-the-sea, Monmouth County, NJ 07717. The Property sits directly across from the beach and Atlantic Ocean. The official address of the property as recognized by the township is 801 Ocean Avenue.

The Borough of Avon-by-the-sea, or simply Avon, is located approximately 60 miles south of New York City, nestled between three bodies of water, Shark River to the south, Sylvan Lake to the north, and the Atlantic Ocean to the East. The area is a popular fishing and boating destination within Monmouth County. Additional information about Avon can be found at their website, <http://www.avonbytheseanj.com/>



## **2. SALE DESCRIPTION**

The Property consists of one (1) residential building, two (2) sheds, on approximately 0.312 acres of land. The residential building contains three (3) units each 2 stories in height featuring a total of 5 rooms with three bedrooms and 1.5 bathrooms. The units are approximately 1,450 SF each and with separate utilities. The property lot is approximately 75' x 181' with the larger frontage on East End Avenue.

## **3. LEGAL DESCRIPTION**

See Exhibit A

## **4. TAX PARCEL ID (OR ASSESSOR'S PARCEL NO.)**

Block 8, Lot 6  
Avon-by-the-sea, Monmouth County, New Jersey  
See Exhibit B

Tim Anfuso, Tax Assessor  
(732-502-4510) ext 239

Kerry McGuigan, Tax Collector  
[avontaxandws@aol.com](mailto:avontaxandws@aol.com)  
(732-502-4510) ext 233

## **5. UTILITIES & SERVICE PROVIDERS**

All typical public utilities are available to the Property, including water, sewer, electrical, gas and telephone. Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact the utility providers for information on the availability of utilities.

Information about city water and sewer can be found at  
[http://www.avonbytheseanjersey.com/avonbythesea\\_watersewer.htm](http://www.avonbytheseanjersey.com/avonbythesea_watersewer.htm)



# GENERAL TERMS OF SALE

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## 1. DEFINITIONS

### A. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; General Terms of Sale; Instructions to Bidders; Notices and Covenants; and Bidder Registration and Bid Form for Purchase of Government Property. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online auction, those addenda and amendments shall be part of the IFB.

### B. GOVERNMENT

The term "Government" as used herein refers to the United States of America, and is used interchangeably with "Seller" and "Grantor."

### C. GENERAL SERVICES ADMINISTRATION

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency.

### D. PROPERTY

The term "Property" refers to the property or properties described in the Property Description of this IFB.

### E. AS-IS

The term "As-Is" means that the Government is selling, and the buyer is buying the Property in whatever condition it presently exists, and that the buyer is accepting the Property with all faults, whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

### F. WHERE-IS

The term "Where-Is" means that the Government is selling, and the buyer is buying, the Property in whatever location it presently exists.

G. PURCHASER

The term “Purchaser” refers to the bidder whose bid the Government accepts, and is used interchangeably with “Buyer” and “Grantee.”

H. BIDDER(S)

The term “Bidder” or “Bidders” as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with “you.”

I. BID INCREMENT/INTERVAL

The “Bid Increment” is the minimum amount of money required to increase a starting or current bid. “Bid Interval” is the maximum amount of time in which to make a bid before the auction ends. The Bid Interval is also referred to as the Inactivity Period at [RealEstateSales.gov](http://RealEstateSales.gov).

J. PROXY BID

Also known as “bid by proxy” wherein the bidder establishes a person to bid on their behalf at auction up to a certain limit. In the case of on-line auctions, computers have automated the proxy role and bidders establish their bid limits on-line and the software answers bid challenges by automatically making the next bid increment up to the proxy limit.

K. HIGH BIDDER

The term “High Bidder” refers to the bidder, whose bid conforms to the terms and conditions of the IFB and is the highest dollar bid at the close of the auction, and is determined by the Government to be the most acceptable bid.

L. BACKUP BIDDER

The term “Backup Bidder” refers to the bidder, whose bid conforms to the terms and conditions of the IFB and is the second-highest dollar bid at the close of the auction, and is determined by the Government to be the most acceptable bid.

M. WEBSITE

The GSA Auctions® website, [GSAuctions.gov](http://GSAuctions.gov), has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at [RealEstateSales.gov](http://RealEstateSales.gov).

## **2. DESCRIPTION PROVIDED IN IFB**

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to the GSA, Office of Real Property Utilization and Disposal (1PZ) and are believed to be correct. Any error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

## **3. INSPECTION**

- A. The Property will be open for inspection as announced on GSA's web site at [propertydisposal.gsa.gov](http://propertydisposal.gsa.gov) or at [realestatesales.gov](http://realestatesales.gov). No one will be allowed access to the Property without the presence of a GSA employee or designee.
- B. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

## **4. CONTRACT**

The IFB and the bid, when accepted by the Government, shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

## **5. CONDITION OF PROPERTY**

The Property is offered for sale **"AS IS" AND "WHERE IS"** without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality, and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt, or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be

used for the purpose for which intended by the Purchaser after the conclusion of the auction.

## **6. ZONING**

Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation with regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

For more information regarding local zoning contact:  
Construction and Zoning Department  
Shelia Sullivan, Technical Assistant  
(732-502-4510)

## **7. POSSESSION**

Possession will be granted upon conveyance of the Property.

## **8. RISK OF LOSS**

As of the date of conveyance, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.

## **9. TAXES, ASSESSMENTS AND OTHER COSTS**

As of the date of conveyance, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated between the Government and the Purchaser.

## **10. REVOCATION OF BID AND DEFAULT**

In the event of revocation of a bid after the conclusion of an auction but prior to acceptance of the high bid by the Government, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that the deposit paid to the Government in any acceptable form, including credit card, together with any payments subsequently



made on account, may be forfeited at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Otherwise, without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

#### **11. GOVERNMENT LIABILITY**

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

#### **12. TITLE**

If a bid for the purchase of the Property is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

#### **13. TITLE EVIDENCE**

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will cooperate with the Purchaser or his or her authorized agent in this transaction and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

#### **14. EASEMENTS, ENCROACHMENTS AND RESERVATIONS**

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads, and other rights-of-way, and any easements, reservations, rights, and covenants reserved by the Grantor herein.

#### **15. COVENANT AGAINST CONTINGENT FEES**

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission,

percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

## **16. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE**

- A. The closing date of the sale is **Sixty (60) calendar days** after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the **Sixty (60) calendar days** period.
- B. On the closing date, the Purchaser shall tender to the Government the balance of the purchase price in the form of a cashier's check, certified check, or electronic wire transfer. Upon confirmation that Purchaser's wire-transferred funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument or instruments of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

## **17. DELAYED CLOSING**

Any change to the established closing date is subject to written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay either: (i) a liquidated damages assessment of \$75.00 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

## **18. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING**

- A. All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and

security documents such revenue and documentary stamps as may be required by Federal, state and local law.

- B. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.
- C. A conformed copy of the recorded quitclaim deed shall be provided by the Purchaser to GSA, within **five (5) business days** after recording, at the following address:

U.S. General Services Administration (GSA)  
Office of Real Property Utilization and Disposal (1PZ)  
Thomas P. O'Neill Federal Building  
10 Causeway Street, Room 1010  
Boston, MA 02222  
Attn: Eric Giusti, (617) 565-5700

#### **19. OFFICIALS NOT TO BENEFIT**

No member or delegate to the Congress or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.

# INSTRUCTIONS TO BIDDERS

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## 1. AUCTION START DATE

The auction opens on **Friday June 24, 2016 at 9:00 a.m.** (Central Time).

## 2. TYPE OF SALE

This sale will be an online auction conducted at [RealEstateSales.gov](http://RealEstateSales.gov). The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date of the auction close (see Paragraph 10, Auction Close) will be announced at [RealEstateSales.gov](http://RealEstateSales.gov), with at least 72 hours prior notice. The auction may continue beyond that date as long as bidders continue to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

## 3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

## 4. STARTING BID

The starting bid is **\$250,000.00**. The starting bid amount does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

## 5. BIDDER REGISTRATION AND DEPOSIT

A. Bidder registration is a three-step process:

### 1) Complete Online Registration

- a) Bidders must register online at [RealEstateSales.gov](http://RealEstateSales.gov). Click on "Register," establish a Username and Password, and provide the requested account information. A Username and Password are used to register online and to place bids. The required password must be between six and fifteen characters. You will be asked to read and agree to the terms and conditions of the website. GSA reserves the right to change the online terms and conditions. A previously registered bidder of [GSAuctions.gov](http://GSAuctions.gov) can login using the established Username and Password. In the event you forget your Username or Password, or both, or

are locked out from the system, it is your responsibility to obtain your Username and Password from [RealEstateSales.gov](https://RealEstateSales.gov). GSA staff cannot assist in retrieving a lost or forgotten Username or Password.

- b) You may register as either an individual or as a company and this information must be the same information provided on the Bidder Registration and Bid Form for Purchase of Government Real Property. Changes to title may be considered after award at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.
- c) In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your business identity's EIN will be validated with your company name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only to verify the data submitted by the user and for the proper refund of the Registration Deposit.
- d) A credit card validation process will be conducted to prevent potential fraudulent bidding activity and to ensure that bidders are prepared to accept responsibility for their bidding activity and all submitted bids are valid. **The credit card information you provide at registration is used strictly for validation purposes. GSA Auctions® does not automatically charge credit cards on file and does not assume that the credit card you used for validation at registration is the one you will choose to use to pay for an item won by you in an auction. Credit card bid deposits for real property sales cannot be made via GSA Auctions®.**
- e) For more information and assistance on the online registration process, please go to <https://gsaauctions.gov/html/help/index.html>.

## 2) Complete Registration Form

Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form



should be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.

3) Provide Registration Deposit

- a) A deposit in the amount of **\$25,000.00** (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check, certified check, or credit card (Visa, MasterCard, Discover or American Express). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration." For deposits by credit card, bidders must also complete the Registration Deposit portion of the official Bid Form to be authorized to bid.
  - b) Only upon verification of your Registration Deposit will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury in a non-interest bearing account immediately upon receipt.
- B. To complete the bidder registration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit, Certificate of Corporate Bidder, and Electronic Funds Transfer form, to:
- U.S. General Services Administration  
Real Property Utilization and Disposal (1PZ)  
10 Causeway Street, 10th Floor  
Boston, Massachusetts 02222  
Attn: Lawanda Maryland
- 1) If the Registration Deposit is to be provided by credit card, the Bidder Registration and Bid Form can also be submitted to GSA by fax at (617) 565-5720.
- C. It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.
- D. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

## 6. BIDDING IN GENERAL

- A. Registered bidders may place an initial bid online by following the instructions at [RealEstateSales.gov](https://RealEstateSales.gov). By submitting your bid through [RealEstateSales.gov](https://RealEstateSales.gov), you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your Username and password.
  - 1) After successful completion of the registration process, users, also known as "Bidders," are permitted to participate in online auctions. The Bidder Menu provides you with the capability to browse and place bids; track items of interest; follow auctions where bids have been placed; change your personal information and settings; and access an easy-to-use online Help Menu.
  - 2) GSA Auctions® provides up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.
- B. Bids received through [RealEstateSales.gov](https://RealEstateSales.gov) are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated, displayed, or otherwise stated or represented by a registered bidder.
- C. Bids must be submitted without contingencies.
- D. Bidders that are currently in default status on GSA Auctions® for non-payment or non-removal of items will not be allowed to place bids for real property. They will only be allowed to "browse" the items. Once a bidder cures their default, they will be unblocked and be given access to begin bidding on items upon receipt of the required Registration Deposit. For more information, review the GSA Auctions® [Terms and Conditions](#).

## 7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

- A. Bidders are strongly encouraged to monitor bidding activity at [RealEstateSales.gov](https://RealEstateSales.gov). Bidders may also review bid activity by clicking on the "My Messages" tab once logged in. New bids are immediately posted at [RealEstateSales.gov](https://RealEstateSales.gov) upon receipt. If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Only automatic bids can be lowered to an amount more than the current bid plus the Bid Increment. Bids cannot be canceled.
- B. If your bid is not accurately shown on [RealEstateSales.gov](https://RealEstateSales.gov), then you should call GSA at (617) 565-5700. Bidders are urged to pay close attention to [RealEstateSales.gov](https://RealEstateSales.gov) which will contain new, revised, and useful information regarding the high bid, modification to bid increment, and the closing date of the auction.

## 8. ONLINE BIDDING

- A. [RealEstateSales.gov](http://RealEstateSales.gov) allows you to place either a flat or automatic (“proxy”) bid. A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder’s automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder’s automatic bid, the system will record the bid but it will not be considered the current (winning) bid. The required minimum bid will be specified on the bid screen and once entered it will be displayed as the winning bid unless an automatic bid that is greater than this amount has been placed.
- B. An automatic bid is an amount that you set above the posted minimum bid. [RealEstateSales.gov](http://RealEstateSales.gov) will use as much of your bid as needed to make you the current winner of the auction or to meet the auction’s reserve price, if set. The system will automatically apply the minimum Bid Increment up to the total amount bid to make you the current winner of the auction or to meet the auction’s reserve price. Your automatic bid amount is not shown to other bidders until it is reached through competitive bidding. You may increase or decrease your automatic bid amount but it must be greater than the current bid amount plus the Bid Increment. If you are currently the winner in an auction, increasing your automatic bid will not increase your current bid until challenged by another bid. Changing your automatic bid may affect the indicated time remaining. If the system reaches your automatic bid limit, it stops bidding for you. Submit another bid if you want to continue bidding. If you selected to receive e-mail notifications during registration, the system will notify you if you are no longer holding the winning bid. You can submit another flat bid or reset your automatic bid amount if you want to continue bidding. If a reserve price is set, [RealEstateSales.gov](http://RealEstateSales.gov) will use as much of your bid as needed to meet the reserve price.
- C. When two automatic bids compete, the greater of the two always wins. If the greater automatic limit does not exceed the lesser automatic limit by the full stated Bid Increment, then the greater automatic limit bid is placed.
- D. If you learn from [RealEstateSales.gov](http://RealEstateSales.gov) that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at [RealEstateSales.gov](http://RealEstateSales.gov) until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the Bid Increment at any time prior to the close of the auction.**

## 9. TRANSMISSION AND RECEIPT OF BIDS

- A. The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive a bid by any method. Failure to receive a bid may include, but is not limited to the following:
- 1) Receipt of a garbled or incomplete bid.
  - 2) Availability or condition of the sending or receiving electronic equipment.
  - 3) Incompatibility between the sending and receiving equipment and software.
  - 4) Malfunctioning of any network, computer hardware, or software.
  - 5) Delay in transmission or receipt of a bid.
  - 6) Failure of bidder to properly identify the bid.
  - 7) Security of bid data.
  - 8) Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
  - 9) Unavailability of GSA personnel.
- B. If your bid is not accurately shown or you cannot enter a bid at [RealEstateSales.gov](https://www.RealEstateSales.gov) then you should call GSA at (617) 565-5700 for assistance.
- C. The Website will NOT be available during the following system maintenance windows:
- Saturday: 5:00 a.m. to 8:00 a.m. CT
  - Sunday: 6:00 a.m. to 10:00 a.m. CT
- D. The Website may NOT be available during the following system maintenance window:
- Wednesday: 5:00 a.m. to 6:30 a.m. CT
- E. Occasionally, technical problems will interrupt the bidding process for an unspecified amount of time. These interruptions may affect some or all bidders. In the event of an interruption, an evaluation of the length of interruption time and the numbers of bidders affected may prompt GSA Auctions® to extend the closing time for an auction. Extension may range from 1 hour to 24 hours based on the aforementioned criteria, to insure fair and full competition. An email notification will be sent to those bidders who participated in these auctions when they are extended.

## 10. AUCTION CLOSE

- A. The Government will announce a date and time for the Close Time on [RealEstateSales.gov](http://RealEstateSales.gov). The Government will also set a Bid Interval or "challenge" period for bids. The Time Remaining countdown clock announces the time left to bid. The High Bid must survive the Bid Interval without challenge, usually within 24 hours of the auction close time, to win. If the High Bid on the announced date and time survives the full Bid Interval period without challenge, then bidding will close at the stated time and consideration for award will be given to the High Bidder.
- B. If an increased bid is received within the Time Remaining and the Bid Interval is 24 hours, then bidding will be held over for an additional Bid Interval (including weekends and Federal holidays) beginning at the time the increased bid placed. This process will continue until the high bid survives the full Bid Interval period unchallenged. Bid Intervals may be changed from 24 hours (reduced or increased) as determined by the Government. For Bid Intervals of less than 24 hours, the auction will not close during non-business hours, weekends, or Federal holidays and the bidding will continue to the next business day. **The Government reserves the right to increase or decrease the Bid Interval at any time prior to the close of the auction.** Bidder agrees that notices of changes to the sale are satisfactory when made available on the website at [RealEstateSales.gov](http://RealEstateSales.gov).

## 11. CONTINUING OFFERS

- A. Each bid received shall be deemed to be a continuing offer for **thirty (30) calendar days** after the close of the online auction or until the bid is accepted or rejected by the Government, whichever comes sooner.
- B. If the Government desires to accept any bid after the expiration of the **thirty (30) calendar days**, the consent of the bidder shall be obtained prior to such acceptance.

## 12. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

## 13. BID EXECUTED ON BEHALF OF BIDDER

- A. A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.
- B. If the bidder is a corporation, the Certificate of Corporate Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some



duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

- C. If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.
- D. If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager and submitted with the Bidder Registration and Bid Form. The Certificate of Corporate Bidder form may be used for this purpose.

#### **14. NOTICE OF ACCEPTANCE OR REJECTION**

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or their duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

#### **15. AUCTION SUSPENSION OR CANCELLATION**

The Government reserves the right to temporarily suspend or cancel the auction for any reason without award and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding, and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

#### **16. TEN PERCENT BID DEPOSIT AND TRANSACTION CLOSING**

- A. Within ten (10) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of a certified check or cashier's check, which when added to the Registration Deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.

- B. Upon acceptance of a bid, the bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check, or electronic wire transfer is payable within **sixty (60) calendar days** after acceptance of the bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

## **17. REFUND OF REGISTRATION DEPOSITS**

- A. Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to complete and submit the EFT Form to GSA to process the refund. Registration Deposits provided by credit card will be credited to the same account number provided.
- B. Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 18, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete. Refunds to a credit card will usually be processed within three business days.

## **18. BACKUP BIDDER**

- A. The second-highest bidder will be the Backup Bidder. The Backup Bidder may be considered for award as the successful bidder for the duration of the Continuing Offer period described in Paragraph 11, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to increase its initial bid deposit to the required 10% of the purchase price. The Backup Bidder's Registration Deposit may be retained, at the Government's discretion, without interest, until the High Bidder either provides the 10% bid deposit or completes the transaction. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.
- B. The Registration Deposit of the Backup Bidder will be returned as described in Paragraph 17, Refund of Registration Deposits, if the Backup Bidder is not converted to

the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and make an award that is in the best interest of the Government.

## **19. ADDITIONAL INFORMATION**

GSA will make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at <http://propertydisposal.gsa.gov> or [RealEstateSales.gov](http://RealEstateSales.gov).

## **20. WAIVER OF INFORMALITIES OR IRREGULARITIES**

The Government may, at its election, waive any minor informality or irregularity in bids received.

# NOTICES AND COVENANTS

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Notices and covenants pertaining to the following issues will be inserted in the Quitclaim Deed.

## **HAZARDOUS SUBSTANCE ACTIVITY NOTICE AND COVENANTS:**

Pursuant to Section 120(h)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. § 9620(h)(4), the Grantor hereby gives notice that no hazardous substances or petroleum products or its derivatives are known to have been released, or disposed of on the Property.

Pursuant to CERCLA Section 120(h)(4)(D)(i), 42 U.S.C. § 9620(h)(4)(D)(i), the Grantor warrants that any remedial action, response action or corrective action found to be necessary after the date of this conveyance shall be conducted by the United States of America. This covenant shall not apply in any case in which the Grantee, its successors(s), or assign(s), or any successor in interest to the Property or part thereof, is a Potentially Responsible Party with respect to the Property immediately prior to the date of this conveyance. This covenant shall not apply to the extent, but only to the extent, that such additional remedial action, response action or corrective action, or part thereof, found to be necessary is the result of an act or failure to act of the Grantee, its successor(s), or assign(s) or any party in possession after the date of this conveyance that either:

- A. results in a release or threatened release of a hazardous substance or a petroleum product or its derivative that was not located on the Property on the date of this conveyance; OR
- B. causes or exacerbates the release or threatened release of a hazardous substance or a petroleum product or its derivative the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

In the event the Grantee, its successor(s), or assign(s) seeks to have the Grantor conduct or pay for any remedial action, response action, or corrective action, and as a condition precedent to the Grantor incurring any obligation or related expenses, the Grantee, its successor(s), or assign(s) shall provide the Grantor at least 45 days written notice of such a claim and provide credible evidence that:

- A. the claimed hazardous substance or petroleum product or its derivative requiring remedial action, response action, or corrective action was located on the Property prior to the date of this conveyance in such quantity that the requested remedial action, response action, or corrective action by the Grantor was required under law applicable at the time of this conveyance; and
- B. the need to conduct any remedial action, response action, or corrective action, or part thereof, is and was not the result of any act or failure to act by the Grantee, its successor(s), or assign(s) or any party in possession.

Pursuant to CERCLA Section 120(h)(4)(D)(ii), 42 USC § 9620(h)(4)(D)(ii), the Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action on this Property or on adjoining property. This reservation includes the right of access to and use of available utilities at reasonable cost to the Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. The United States of America shall, to the extent practicable, coordinate any such entry, including such activities, responses or

remedial actions, with the record title owner and perform any such entry in a manner that minimizes interruption with activities of authorized occupants.

## **NOTICE OF THE PRESENCE OF ASBESTOS**

**a.** The Grantee is advised that the Property appears to contain asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

**b.** Grantee is invited, urged, and cautioned to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions thereto prior to conveyance. The Grantor will assist Grantee in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Grantee shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.

**c.** No warranties either express or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose.

**d.** The description of the Property set forth in this conveyance document and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property or any other Federal agency, shall not constitute grounds for any claim by the Grantee against the Grantor.

**e.** The Grantor assumes no liability for damages for personal injury, illness, disability or death, to the Grantee, or to the Grantee's successors, assigns, employees, invitees, licensees, or any other person subject to Grantee's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property which is the subject of this conveyance, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

**f.** The Grantee further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

## **NOTICE OF PRESENCE OF LEAD-BASED PAINT (LBP)**

**a. Lead-Based Paint Hazard Warning.** The Property (including the Improvements) that is the subject of this sale was built before 1978 and may contain lead-based paint.

The Purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards.

**b. Risk Assessment and Inspection.** The Government prepared a risk assessment and a lead-based paint inspection in accordance with 40 CFR 745.227. [See Exhibit D – "FINAL Lead Based Paint Inspection and Risk Assessment Report" dated July 2015] Bidders are encouraged to review this document and any other reports identified by the Government on the Lead-Based Paint Disclosure Form found in this Invitation for



Bids. Although a complete set of documents will be provided to the purchaser prior to closing, each bidder is strongly encouraged to review the risk assessment and any other reports prior to submitting a bid.

**c. Inspection by Bidder.** Bidders may conduct their own inspection or perform a risk assessment for the presence of lead-based paint and/or lead based paint hazards at any time prior to submitting a bid. Before entering the Property, the bidder must first make arrangements with the individual identified to contact for inspection of the Property. The bidder is invited to conduct such inspection or assessment prior to the deadline for submission of the bid. Bidders are encouraged to conduct any inspections and assessments early in the process, since the bid opening will not be delayed to accommodate completion of such inspections and assessments.

**d. Lead Hazards Pamphlet.** In order to fully understand the risk and hazards associated with the presence of lead-based paint and lead-based paint hazards, bidders are encouraged to review the pamphlet *Protect Your Family From Lead in your Home*. A copy of the pamphlet is available through EPA's website at [www.epa.gov/lead/protect-your-family-lead-your-home](http://www.epa.gov/lead/protect-your-family-lead-your-home). GSA encourages every bidder to review this pamphlet prior to submitting a bid.

**e. Disclosure Form.** Each successful bidder will be required to complete and execute the appropriate portions of the form entitled *United States of America ("Seller") Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards*, and submit the form prior to transaction closing (See Form at IFB page 26).

#### **CONDITION OF PROPERTY.**

The Grantee, in accepting this Deed, acknowledges and attests that it has inspected, is aware of, and accepts the condition and state of repair of the Property. It is understood and agreed that the Property is conveyed 'as is' and 'where is' without any representation, warranty or guarantee of any kind or nature, express or implied, including, without limitation, any representation, warranty or guarantee as to quantity, quality, character, condition, size, or kind, or that the same is in any particular condition or fit to be used for any particular purpose. The Grantee, in accepting this Deed, acknowledges that the Grantor has made no representation or warranty concerning the condition or state of repair of the Property that has not been fully set forth in this Deed.

## BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT REAL PROPERTY

**Property Name:** US Coast Guard Shark

River Family Housing

**Property Address:** 801 Ocean Avenue,  
Avon-by-the-sea, NJ

**IFB Number:** BOSTN116-011-001

**REGISTRATION DEPOSIT:** \$25,000.00

**USERNAME:** \_\_\_\_\_  
(as established at RealEstateSales.gov)

**Bidder Information:** Please print or type legibly.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_ @ \_\_\_\_\_

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Page 20, Paragraph 13, "Bid Executed on Behalf of Bidder for instructions":

- ☐ An individual \_\_\_\_\_
- ☐ A partnership consisting of \_\_\_\_\_
- ☐ A limited liability partnership consisting of \_\_\_\_\_
- ☐ A corporation, incorporated in the State of \_\_\_\_\_
- ☐ A limited liability company \_\_\_\_\_
- ☐ A trustee, acting for \_\_\_\_\_
- ☐ Other \_\_\_\_\_

### Registration Deposit (check one):

☐ By certified or cashier's check made payable to the **U.S. General Services Administration**  
TIN or SS# \_\_\_\_\_ (please provide to expedite refund)

☐ By Credit Card: \_\_\_\_\_ Exp: \_\_\_\_/\_\_\_\_ CSC/CVC \_\_\_\_\_

☐ Visa

☐ MasterCard

☐ Discover

☐ American Express

Name of Bidder as it appears on credit card \_\_\_\_\_

### Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for the bid price entered above or for increased bids placed online by the undersigned, if this bid is accepted by the Government within **sixty (60) calendar days** after the auction close date. This Bid Form is made subject to the terms of IFB No. **BOSTN-116-011-001** including the Property Description, General Terms of Sale, Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, Exhibits and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at [RealEstateSales.gov](http://RealEstateSales.gov). If a bidder is providing the Registration Deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event that bidder becomes the Purchaser, the Registration Deposit will be applied towards the purchase price for the Property. In the event the bidder is not the Purchaser, the Registration Deposit will be refunded to the bidder as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected only to register a bidder for the sale of Government property and to provide a proper refund of the Registration Deposit.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Send Registration Form with Registration Deposit to:**

U.S. General Services Administration  
Real Property Utilization and Disposal (1PZ)  
10 Causeway Street, 10th Floor  
Boston, Massachusetts 02222 Attn:  
Lawanda Maryland

FAX: (617) 565-5720 (if deposit by credit card)

# **CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER**

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property  
see Page 17, Paragraph 13, "Bid Executed On Behalf Of Bidder" for instructions)

**US Coast Guard Shark River Family Housing  
801 Ocean Avenue  
Avon-by-the-sea, Monmouth County, NJ 07717  
IFB Number: BOSTN-116-011-001**

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that \_\_\_\_\_  
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then

\_\_\_\_\_ of said Corporation/Organization; that said bid was  
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is  
within the scope of its corporate/organization powers.

\_\_\_\_\_  
(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

**UNITED STATES OF AMERICA ("SELLER") DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT  
AND/OR LEAD-BASED PAINT HAZARDS**

**Description of Real Property for Sale**

The real property is located at 801 Ocean Avon-by-the-sea, NJ 07717 (the "Property") and is being sold pursuant to the terms and conditions set forth in GSA INVITATION FOR BIDS (IFB) No. BOSTN-116-011-001 to \_\_\_\_\_ (the "Purchaser").

**Lead Based Paint Hazard Warning Statement**

*Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.*

**Seller's Disclosure**

Seller is aware that the Property was built before (circle):

1978

1960

The Property may contain lead-based paint. Seller has provided the Purchaser with access to all available records and reports (collectively "Records") pertaining to lead-based paint and/or lead-based paint hazards at the Property. The Records include:

***FINAL Lead-Based Paint Inspection and Risk Assessment Report at U.S. Coast Guard Avon-by-the-sea, New Jersey 07717, dated July 2015.***

Risk Assessment/ Paint Inspection (required for housing built before 1978):   X   Yes or        No  
Other Records: \_\_\_\_\_.

**Purchaser's Acknowledgment**

Purchaser acknowledges that Purchaser has received copies of all information listed above. Purchaser has received the pamphlet "Protect Your Family From Lead In Your Home." In addition, Purchaser has received an opportunity (at least ten days) to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, and exercised or waived that right.

For housing built before 1960, Purchaser agrees to abate any lead-based paint hazards, at no cost to the United States of America, prior to allowing residential occupancy of the Property. In addition, the Purchaser agrees to provide the Seller and the Agent a fully executed Certificate of Completion of Lead Abatement prior to such occupancy.

Purchaser hereby acknowledges receipt of the above information, opportunity to perform a risk inspection and assessment, and the obligation to abate lead hazards from housing built before 1960 before occupancy: (initial/date)

**Agent's Acknowledgment**

The United States General Services Administration acted as Agent for the Seller in this transaction. The Agent informed the Seller of Seller's obligations under 42 U.S.C. 4852d and is aware of its compliance responsibilities.

Agent hereby acknowledges discharging its responsibility: (initial/date)

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**SELLER**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**PURCHASER**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**AGENT**

## **Exhibit A**

### **LEGAL DESCRIPTION**

All that certain lot of land situate in Key East in the Township of Neptune County of Monmouth and State of New Jersey known as Lot No. 4 as designated on Map No. 2 of Key East made by E. G. Harrison & Sons 1883 described as follows:

Beginning at a point on the northerly side of East End Avenue at the distance of five hundred (500) feet eastwardly from the northeasterly corner of First and said East End avenues thence extending northwardly at right angles with said East End Avenue fifty (50) feet to a point thence extending eastwardly from this point and the point first mentioned between parallel lines the northerly line of which is two hundred and four (204) feet and the southerly line being also the northerly side of said East End Avenue one hundred ninety nine (199) feet to the westerly side of Ocean Avenue bounded on the north by Lot No. 3 on the west by Lot No 4 ½ on the south by said East End Avenue and on the east by said Ocean Avenue



## Exhibit B

### Tax Map

